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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

June 8, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Jake Dawson's Excavation and Utility Services, LLC (VC #301437) in the amount of $285,678.00 for as-needed or emergency earthworks repair services for Winnipesaukee River Basin Program (WRBP) infrastructure, effective as of July 1, 2021 through June 30, 2024, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY 22-24 are contingent upon continuing appropriation and availability of funds.

	FY22	FY23	FY24
03-44-44-442010-1300-048-500226	$93,012	$95,226	$97,440

Dept. Environmental Services, Winnipesaukee River Basin, Contractual Repairs –Buildings & Grounds

EXPLANATION

This contract involves the provision for as-needed or emergency earthwork repair services to maintain various components of the WRBP infrastructure located in the Lakes Region. The WRBP owns and operates the regional wastewater collection and treatment facilities for ten communities in the Lakes Region. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant in Franklin.

Work under this contract may involve repairs to roadways, culverts, drainage, swales, forcemains, and gravity interceptor sewers which range in size from 8-60 inches. There may also be projects for which services may be required relating to other existing buildings and structures within the WRBP system. The WRBP collection system was constructed in the late 1970's and has no tolerance for failures or interruption in service. Having a contract for as-needed earthwork services expedites such necessary repairs and reduces the need for retroactive requests for payment of such services. Earthwork repairs to drainage structures are generally performed during the late summer and fall months during dry weather and in preparation of the following year's snow melt and early rain events. Emergency repairs are performed as necessary.

A Request for Proposal (RFP) was prepared and sent to twelve firms which provide this type of service. The RFP was advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

- CONCORD OFFICE -
29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

Responses to the RFP are as follows:

Company	Results
Jake Dawson's Excavation and Utility Services, LLC, Moultonborough, NH	$285,678.00
W.F. Richards & Son, Inc., Meredith, NH	No response
R.H. White Companies, Inc., Auburn, MA	No response
Northern New England Field Services, Inc., Stewartstown, NH	No response
DBU Construction, Epsom, NH	No response
Henniker Sewer and Drain, Inc., Henniker, NH	No response
Ambrose Bros Inc., Meredith, NH	No response
Busby Construction Co., Inc., Atkinson, NH	No response
John H. Lyman & Sons, Inc., Gilford, NH	No response
GMI Asphalt, LLC., Belmont, NH	No response
R.M. Piper, Inc., Plymouth, NH	No response
R. Garth DuBois Excavation, Franklin, NH	No response

As a result of the single response and subsequent due diligence, we wish to award the contract to Jake Dawson's Excavation and Utility Services, LLC. This contract enables the WRBP to retain a reliable firm capable of performing these specialties services over the term of the contract. Since the actual need for earthwork services each year cannot be definitively forecast and based upon the WRBP's history of doing such repairs, the contract price limitation of $285,678.00 is based upon the sum of three typical events per fiscal year requiring as-needed earthwork services over the term of the contract as noted in Exhibit B. No cost is incurred unless the WRBP requests services.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution the WRBP operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully requested your approval of this item.

Robert R. Scott, Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Jake Dawson's Excavation and Utility Services, LLC		1.4 Contractor Address PO Box 36, Moultonborough, NH 03254	
1.5 Contractor Phone Number (603) 253-5209	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date June 30, 2024	1.8 Price Limitation $285,678.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature Date: 5/24/21		1.12 Name and Title of Contractor Signatory Jake Dawson, Owner	
1.13 State Agency Signature Date: 6/9/21		1.14 Name and Title of State Agency Signatory Robert R Scott Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/11/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JD
Date 5/24/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JD
Date 5/24/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SD
Date 5/24/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SJD
Date 5/24/2021

EXHIBIT A
SPECIAL PROVISIONS

No special provisions.

Contractors Initials JD
Date 5/24/21

EXHIBIT B
SCOPE OF SERVICES

SCOPE OF WORK

This as-needed contract involves repairs to roadways, culverts, swales, force mains, gravity interceptor sewers which range in size from 8-60 inches. There may also be projects for which services may be required relating to other existing buildings and structures within the WRBP system. Below is a listing of typical assignments performed under this as-needed contract.

- Repair or replacement of a failed culvert crossing in WRBP owned or maintained road or right-of-way.
- Excavation and repair of a blocked or failed section of sewer line, forcemain or drainage structure under the control of the WRBP program.
- Repair to a section of interceptor or associated appurtenances that is threatened with failure due to erosion of a slope or subsidence in a WRBP right of way.
- Grading and restoration of drainage around WRBP pump stations.

It is envisioned that each work project performed under this contract will involve an effort of less than 40 hours.

FULFILLMENT OF CONTRACT SERVICES

Prior to beginning work on any project under this as-needed contract, the project's scope will be discussed with the contractor, and the contractor will provide a written estimate of the level of effort (hours, materials, and cost) that will be required for its completion. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project. In the event of an emergency, the WRBP may waive the requirement for a written estimate and may authorize work to proceed based upon a verbal estimate from the contractor. The work will commence on a mutually agreed date, and the Contractor shall work according to the agreed schedule and scope until the work is completed.

The WRBP will provide the contractor with record drawings (for existing structures) or other available information as may be needed and is available. If requested by the contractor, WRBP staff will escort the contractor to the site of the repair/replacement work.

If the design or specifications of needed repairs or modifications are beyond the scope of the contractor's capabilities, the contractor shall not subcontract such work without the explicit approval of the WRBP. WRBP reserves the right to enter into a design/build agreement with the contractor and a subcontractor or another consulting firm already under contract to the WRBP, as necessary to complete the work.

Contractor's Initials JD
Date 5/24/21

EXHIBIT B
SCOPE OF SERVICES - Continued

The Contractor shall invoice the WRBP for services on a **time and expense basis** using the billing rates that are stipulated in the contract. The Contractor shall keep the WRBP informed of progress, including whether the cost estimate is likely to be exceeded. The contractor shall not exceed the estimated project cost without authorization from the WRBP.

The Contractor shall provide 24/7 emergency service within 8 hours of being notified. The Contractor shall provide non-emergency services within the response time presented in Exhibit C, unless a different time schedule is authorized by the WRBP. If the Contractor does not, or cannot, respond within the required timeframes, the State may choose to contact an alternate provider to complete the necessary work.

The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete each project scope of work. Contractor shall coordinate with other agencies or parties as may be required to complete the project. The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed.

It shall be the sole responsibility of the Contractor to comply with all local, state and federal rules and regulations in the commission of the work.

The WRBP reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the safety and workmanship standards of the WRBP. Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and problem resolution.

The Contractor shall present, after each emergency event and/or as-needed repair and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon. This summary report shall contain enough detail to confirm the scope of work was completed and verify the submitted time and materials invoice for the work. Payment under this contract will be made based upon submission of invoices conforming to the WRBP-approved summary report for the services.

Information contained in the State's Request for Proposal dated March 30, 2021 is hereby included in Exhibit B by reference.

Contractor's Initials JD
Date 5/24/21

EXHIBIT C
COST PROPOSAL AND TERMS OF SERVICE

		FY22	FY23	FY24
1) Staff & Equipment Cost (Hourly Rates):				
Excavator w/ Operator (1.2 cy min.)		$ 200.00	$ 206.00	$ 212.00
Dump Truck w/ Driver (8 cy min.)		$ 95.00	$ 98.00	$ 101.00
Loader w/ Operator (1.5 cy min.)		$ 135.00	$ 139.00	$ 143.00
Laborer		$ 65.00	$ 67.00	$ 69.00
Foreman or Supervisor		$ 95.00	$ 98.00	$ 101.00
Please include alternative sizes and types of equipment				
Other (specify those with hourly rates)				
Excavator w/ operator	3/4 yd	$ 145.00	$ 149.00	$ 153.00
Dozer		$ 135.00	$ 139.00	$ 143.00
Compactor, roller		$ 100.00	$ 103.00	$ 106.00
Compactor, vibration		$ 110.00	$ 113.00	$ 116.00
4-wheel rubber tired backhoe		$ 185.00	$ 191.00	$ 197.00
Excavator, rubber tired		$ 185.00	$ 191.00	$ 197.00
		$	$	$
		$	$	$
2) Other Equipment Costs (specify hourly or daily rates):				
Trench box (hourly rate)	6x20 trenchbox	$ 125.00	$ 129.00	$ 133.00
		$	$	$
		$	$	$
		$	$	$
3) Materials & Services (Enter % markup over cost):				
Sand and Gravel, per cubic yard		15%	15%	15%
Riprap stone, per cubic yard		15%	15%	15%
Pipe & Fittings		15%	15%	15%
Please include other materials and services (Enter % markup over cost):				
Other materials (specify):		%	%	%
Other materials (specify):		%	%	%
Other services (specify):	paving subcontractor	15%	15%	15%
Other services (specify):	equipment rental	15%	15%	15%
Other services (specify):	Raising manholes	15%	15%	15%
Other services (specify):		%	%	%
Other services (specify):		%	%	%
4) Equipment Haul/Mob/Demob/Travel				
Travel Costs (Per mile charge):		$ 0.56	$ 0.58	$ 0.60
Equipment Haul, if not included in 1) above		$ 0.56	$ 0.58	$ 0.60
Mobilization/Demobilization, if not included in 1) above		$ 0.56	$ 0.58	$ 0.60

Contractor Initials JD

Date 5/24/21

EXHIBIT C
COST PROPOSAL AND TERMS OF SERVICE - Continued

5) Other Supplies (Enter % markup over cost):

For all supplies (% markup, if any)	15%	15%	15%
Cost per Event/FY (see Note 1):	$ 31,004.00	$ 31,742.00	$ 32,480.00
Cost per 3 Events/FY (See Note 1):	$ 93,012.00	$ 95,226.00	$ 97,440.00
Total Contract Price Limitation (See Note 1):	$ 285,678.00		
6) Response Timeframe (calendar days)	1		

Jake Dawson's Excavation and Utility Services, LLC
Company Name

Contractor Initials JD
Date 5/24/21

EXHIBIT C

COST PROPOSAL AND TERMS OF PAYMENT - Continued

Notes:

(1) Contract price limitation is based on the total cost of a menu of services consisting of three (3) events requiring as-needed or emergency services in each fiscal year. Three service events occurring in FY22, three in FY23, and three in FY 24; with each Event including the following:

a) staff and equipment (one each of excavator w/operator, dump truck w/driver, loader w/operator and one laborer and one foreman) for forty (40) hours of time,
b) $2,000 sand and gravel cost to contractor plus contractor's quoted markup for materials
c) $2,000 cost to contractor plus quoted markup for pipe and other materials.
d) 100 miles total travel cost and mobilization of the three pieces of equipment indicated above, and
e) $2,000 other supplies cost to contractor plus contractor's quoted markup.

(2) Contract time period is from July 1, 2021 or from Governor and Counsel approval if after July 1, 2021 through June 30, 2024 with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified and is contingent upon the availability and continued appropriation of funds.

(3) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

(4) State FY22 ends June 30, 2022. Although this first fiscal year of the contract may be less than 12 months depending upon contract award date, the price limitation calculations using three events will be used since earthwork projects have already been identified for completion during that time period. State FY23 starts July 1, 2022 and ends June 30, 2023. State FY2024 starts July 1, 2023 and ends June 30, 2024.

Contractors Initials: JD
Date: 5/24/21

State of New Hampshire

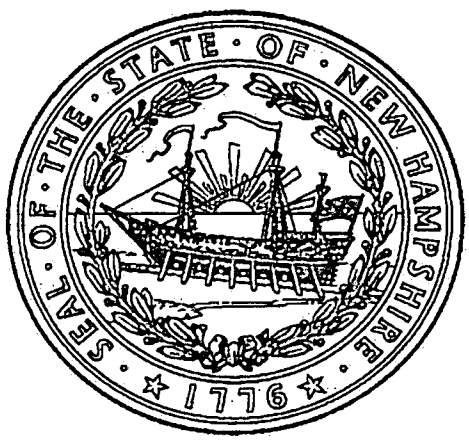
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JAKE DAWSON'S EXCAVATION AND UTILITY SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 18, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **706454**

Certificate Number: **0005372093**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jake Dawson, hereby certify that I am the sole member of

Jake Dawson's Excavation and Utility Services, LLC.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC and that authority will not be rescinded without notice to the State of New Hampshire.

Signed: _____, Owner
(name and title)

Date: 5/24/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Elizabeth Prindiville
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: eprindiville@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Jake Dawson's Excavation & Utility Services, LLC
PO Box 36
Moultonborough NH 03254

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			CPA 5478512-10	5/21/2021	5/21/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CAA 5478513-10	5/21/2021	5/21/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CUA 5478514-10	5/21/2021	5/21/2022	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA 5475815-10 Exc: Jake Dawson 3A States: NH	5/21/2021	5/21/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: As-need or emergency earthworks repair services. NHDES-WRBP is additional insured on all liability policies except workers compensation, when required by written contract.

CERTIFICATE HOLDER

NHDES-WRBP
PO Box 68
528 River St
Franklin, NH 03234

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
E Prindiville/ESP Elizabeth Prindiville

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